



## Instructions For Choosing Your Beneficiary

Please print using blue or black ink. Keep a copy for your records and send the original form to the attention of your human resources/benefits office.

MARITIME ASSOCIATION - I.L.A.  
11550 FUQUA ST., SUITE 425  
HOUSTON, TX 77034

### Plan Provisions

**For Married Participants:** Upon your death, any benefit will be payable to your spouse unless the Spousal Consent on the reverse side of this form is completed and witnessed.

If you die before you begin to receive benefits and the Spousal Consent has not been completed, the plan must automatically pay a spousal death benefit consisting of 100% of your account balance to your surviving spouse (if any) as beneficiary.

**Note:** Even if your current beneficiary is a trust or estate of which your spouse is a beneficiary, spousal consent is necessary. Without such waiver and consent, the spousal death benefit must be paid directly to your spouse.

Please be careful in completing the form; be sure that your designation is accurate, clear and understandable.

### General Provisions

- A. The terms of the plan govern the payment of any benefit.
- B. Primary beneficiary(ies). If more than one person is named and no percentages are indicated, payment will be made in equal shares to the Primary beneficiary(ies) who is living at the time the benefit first becomes payable. If a percentage is indicated and a Primary beneficiary(ies) is not alive at the time the benefit first becomes payable, the percentage of that beneficiary's designated share will be divided equally among the surviving Primary beneficiary(ies).
- C. If there is no Primary beneficiary(ies) living at the time of the participant's death, any benefit that becomes payable will be distributed to the surviving Secondary beneficiary(ies) listed, if applicable.
- D. Payment to Secondary beneficiary(ies) will be made according to the rules of succession described under Primary beneficiary(ies) in provision B above. If no designated beneficiary(ies) is alive when payment is otherwise payable, payment will be made in accordance with the plan.
- E. If a Trust is named as beneficiary, any payment to the Trust will be made as if the Trustee is acting in such fiduciary capacity until written notice to the contrary is received.

### Examples of Beneficiary Designations

If you feel that none of the examples below fit the type of beneficiary designation you want, please send a detailed description of what you propose to Prudential.

Use the term:

1. "My Living Children" if you want all your children (born or adopted of any marriage) living at the time of payment to equally share the benefit. This will also include all such children born or adopted after you completed the form. Do not include the names of your children if you use this term.
2. "My Living Trust" if you want to designate your Living Trust. You must also give the name(s) of the Trustee(s), name(s) of the successor Trustee(s) (Trustee and Successor Trustee cannot be the participant), the date of the Trust Agreement and the address if a bank or trust company is the Trustee.
3. "My Testamentary Trust" if you want to designate the Trust in your Last Will and Testament. Do not name your Trustee.
4. "My Estate" if you want the benefit to be paid to your estate.
5. "(Name), Per Stirpes" if you want the payment(s) to be paid up to and including the second generation of descendants. For example, if a beneficiary in such class is not living when a payment is due, such a payment will be made in equal shares to any living sons and daughters (born or adopted of any marriage), of such beneficiary. If there are no living sons and daughters of such beneficiary when a payment is due, payment will be made to the estate of the last to die of the participant or such beneficiary. An example of a correct designation would be Jane Doe, Per Stirpes.